

10199

THE BOROUGH OF LITTLE FERRY
AND
LOCAL 2326, U.A.W.

AGREEMENT

THIS AGREEMENT, made this 6th day of October, 1994 by and between the Borough of Little Ferry, a body politic and corporate of the State of New Jersey, hereinafter referred to as the "Employer", and Local 2326, U.A.W., 455 Green Street, Woodbridge, New Jersey 07095, hereinafter referred to as the "Union".

WHEREAS, the Employer and the Union recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW, THEREFORE, IT IS AGREED as follows:

1. EXCLUSIVITY OF UNION.

The Employer agrees that it will not enter into any contract or Memorandum of Agreement with anyone but the recognized Union (Local 2326, U.A.W.) only with regard to the categories of personnel covered by this Agreement during the term of this Agreement.

2. RECOGNITION.

The Employer recognizes the Union as the exclusive representative as certified by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to all negotiable items of employment of all regular, permanent and full-time, blue collar employees employed by the Borough, excluding supervision as defined in the Act.

Thereafter, the Employees will, as soon as practicable, forward check in the amount of all dues withheld for this purpose to the representative at the United Auto Workers entitled and authorized to receive same. Said representative shall be certified to the Employer by the D.P.W.

4. NO-STRIKE PROVISION.

The parties agree that there shall be no lockouts, strikes, work stoppages, job actions or slowdowns during the life of this Agreement. No officer or representative of the Union shall authorize, instigate or condone such activities.

Violation of this provision may subject any employee participating in or condoning such activity to disciplinary action by the Employer, which may include termination of employment, or any lesser disciplinary action deemed appropriate.

5. PRESERVATION OF RIGHTS.

The Borough of Little Ferry, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to and subsequent to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

(a) To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees.

(b) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

(c) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

(d) To maintain a lawful sick leave verification policy.

Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority, under R.S. 11-40 and 40A.N.J.S.A. 34:3A-1, or any other national, state, county, or other applicable laws.

6. SALARIES.

The base annual salaries of all Employees covered by this Agreement shall be in accordance with the following schedule:

| | <u>1994</u> | <u>1995</u> | <u>1996</u> |
|-------------------------|-------------|-------------|-------------|
| Fifth Year (Maximum) | \$33,831 | \$35,523 | \$37,299 |
| Fourth Year Anniversary | \$30,874 | \$31,955 | \$33,073 |
| Third Year Anniversary | \$28,262 | \$29,251 | \$30,275 |
| Second Year Anniversary | \$25,674 | \$26,573 | \$27,503 |
| First Year Anniversary | \$23,222 | \$24,035 | \$24,876 |
| Entry Level | \$20,264 | \$20,973 | \$21,707 |

7. WORKDAY, WORK-WEEK AND OVERTIME.

The normal work day shall be eight (8) hours, which shall include within the eight (8) hour span, forty-five (45) minutes of meal time per day. It will also include two (2) 15-minute coffee breaks per day, one in the morning and one in the afternoon.

For employees hired prior to 1/1/94, the normal work week will be Monday thru Friday. For employees hired after 1/1/94, the work week shall be forty (40) hours.

Work in excess of the Employee's basic eight (8) hour day or basic work week shall be overtime and shall be paid at time and one-half.

8. HOURLY RATE

To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary shall be divided by 2080 hours.

9. JURY DUTY.

Employees will receive regular weekly pay while serving on jury duty, not to exceed two weeks during the term of the Contract. Any full-time employee who is subpoenaed as a witness in a civil or criminal case not involving him or her in his or her capacity as a Borough employee, or who is called and serves on a jury, may be granted paid leave for the period of time in which he or she is officially involved with the Court in such a capacity. The Employer shall be entitled to credit for any jury pay received by the Employee from other sources.

10. RECALL TIME.

Any Employee who is called back to work after and not contiguous to his regular eight (8) hours of work will be compensated at time and one-half, with a minimum guarantee of three hours at time and one-half.

11. LONGEVITY.

There shall be paid to all regular, permanent and full-time employees hired before May 15, 1980 in addition to their base salary, a salary longevity pay as follows:

- 3% after 3 years of employment;
- 4% after 8 years of employment;
- 6% after 15 years of employment;
- 7% after 18 years of employment;

Said Longevity Payments shall be rolled into the 26 periodic salary checks received by the Employee. Nothing herein contained shall permit retroactive payments of any Longevity Pay.

If an employee is eligible for any increase of Longevity Pay between January 1 and June 30, he shall be paid Longevity Pay as of July 1 next preceding, and if any employee is eligible for an increase of Longevity Pay between July 1 and December 31, he shall be paid Longevity as of January 1 next preceding.

It is specifically agreed and understood that no employee hired as a permanent, regular or full-time employee after May 15, 1980 shall not be entitled to any longevity pay, now or in the future.

12. VACATIONS.

Each employee covered by the Agreement shall receive an annual vacation as set forth in Appendix "A".

It is specifically agreed and understood that for any Employee hired as a permanent, regular or full-time employee after December 31, 1987 the maximum annual vacation said Employee would be entitled to is four (4) weeks. All Employees hired prior to January 1, 1988 shall be entitled to a maximum of six (6) weeks annual vacation.

The order of seniority shall be used to select each Employee's vacation. The vacation list shall be posted before February 1 of each year and completed before September 1. The superintendent of Public Works shall make sure all vacation time is taken before December 31 of each year.

13. PERSONAL LEAVE.

Each Employee shall have five (5) personal days each year, one of which shall be used by each Employee on the Friday after Thanksgiving. Each Employee shall request permission not less than twenty four (24) hours in advance of the leave requested. Requests for personal leave shall be directed to the employee's department head. The grant or denial of personal leave is within the discretion of the departmental head.

14. HOLIDAYS.

All employees covered by this Agreement shall be entitled to receive thirteen (13) paid holidays per year as follows:

- | | |
|--------------------------|----------------------------|
| 1. New Year Day | 7. Labor Day |
| 2. Lincoln's Birthday | 8. Columbus Day |
| 3. Washington's Birthday | 9. Election Day |
| 4. Good Friday | 10. Veterans' Day |
| 5. Memorial Day | 11. Thanksgiving Day |
| 6. Independence Day | 12. Christmas Day |
| | 13. Martin Luther King Day |

15. BEREAVEMENT LEAVE.

All permanent full-time Employees covered by this Agreement shall be entitled to four (4) days leave with pay upon death of a member of his immediate family.

Immediate family shall include spouses, children, parents, brothers, sisters and grandparents, Mother-in-Law, Father-in-Law, and any relatives living in employee's household as immediate family. One day will be allowed for Brother-in-Law and Sister-in-Law.

16. LEAVE OF ABSENCE.

Any Employee may request in writing a leave of absence without pay from the Mayor and Council, setting forth the reason therefore. The decision of the Mayor and Council to grant or deny said request shall be final and not subject to the grievance procedure.

17. DISCIPLINE.

An Employee may be appropriately disciplined for violation of rules and regulations and may be discharged for good and just cause, all subject to and pursuant to applicable State Law.

18. MATERNITY LEAVE.

Maternity leaves not to exceed six (6) months without pay shall be granted at the request of the Employee. Maternity leaves may be extended or renewed for a period not to exceed six (6) months without pay upon the request of the Employee.

19. SICK LEAVE.

All Employees covered by this Agreement shall be granted sick leave with pay as set forth in Appendix "B".

Sick leave may not be used as vacation time or in place of personal time off.

In order to qualify for paid sick leave an employee must notify his department head, not less than 1/2 hour prior to the Employee's scheduled work hours.

Employees who take three or more consecutive paid sick days or who take a paid sick day either before or after a paid holiday shall document their illness with a note from a medical doctor. Further, the Borough reserves the right to require a doctor's note or a doctor's examination to substantiate a paid sick day at any time. Each doctor's note required shall state the date or dates of illness or injury, the nature of the illness or injury that the employee(s) is now fit to return to work.

Only full-time employees shall be entitled to sick leave with pay of one (1) working day for every month of service during the first calendar year of service following appointment.

20. UNIFORM AND LAUNDRY.

The Borough agrees to provide uniform and laundry service for the employees at its own cost and expense. It is mandatory that each employee wear said uniform provided while working.

21. SHOE ALLOWANCE.

The Borough agrees to provide each employee an allowance of \$100 per annum for the purchase of safety shoes. Upon presentation of a properly documented invoice for the purchase of safety shoes, the employer agrees to reimburse said employee for the actual cost of such safety shoes, but in no event shall said reimbursement exceed \$100 per annum per employee.

22. SAFETY AND HEALTH.

The Employer shall maintain safe working conditions to insure safety for all employees and shall provide employees with appropriate equipment and devices toward that end, including exhaust fans, reflector vests, and safety glasses. Employees must utilize said equipment when directed to or be subject to appropriate discipline.

23. EMPLOYEES RIGHTS.

No Employee can be ordered to work more than fifteen (15) continuous hours unless he consents thereto.

24. MEDICAL COVERAGE AND LIFE INSURANCE.

The Employer will continue to provide and pay for all existing policies of medical insurance and life insurance for the Employees.

25. GRIEVANCE PROCEDURES.

To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement, the following procedures shall be used.

For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application or violation of any provisions of the Agreement or any applicable rule or regulation.

The procedure for settlement of grievances shall be as follows:

(a) STEP ONE

In the event that any Employee covered by this Agreement has a grievance, within four (4) working days of the occurrence of the event being grieved, the Employee shall discuss it informally with his immediate supervisor. The supervisor shall decide the grievance within two (2) working days after the grievance is first presented to him.

(b) STEP TWO

If no satisfactory resolution of the grievance is reached at Step One, then within two (2) working days the grievance shall be presented in writing to the Superintendent of Public Works. The Superintendent of Public Works shall render a decision within five (5) working days after the grievance was presented to him.

(c) STEP THREE

If no satisfactory resolution is reached with the Superintendent of Public Works, it shall first be presented to the Borough Administrator. If no satisfactory resolution is reached within ten (10) days of receipt by the Borough Administrator, it shall go before the Board of Review which shall consist of one member from the Association, the Borough Administrator and one member of the Mayor and Council, within five (5) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Board of Review shall give the Association an opportunity to be heard and will give its decision, which shall be final, in writing within ten (10) working days after the hearing.

26. TERMS OF CONTRACT.

This Contract shall be effective as of January 1, 1994, and

shall terminate on December 31, 1996. This contract expresses the entire Agreement of the parties.

27. AGENCY SHOP.

All employees not members of Local 2326, U.A.W. shall be assessed 85% of the dues paid by Local 2326 members in accordance with Assembly Bill No. A688.

28. SENIORITY.

A. All persons employed for a period exceeding nine (9) months shall be considered permanent employees and shall be entitled to seniority rights.

All layoffs shall be in the inverse order of seniority i.e. the last person hired shall be the first person laid off. The Employer agrees to give ten (10) days' advance notice of layoff. In the event that additional employees shall be needed, all persons previously laid off shall be rehired in order of seniority, i.e., the last person laid off shall be the first person rehired.

B. Steward and Local Officers shall be entitled to top seniority.

C. All newly hired personnel shall be probationary for period of nine (9) months.

D. All persons hired after January 1, 1980 for a position or a member of the Department of Public Works are required to have a "Commercial Driver's License" within nine (9) months of appointment.

29. CREDIT UNIONS.

The Employer agrees to cooperate with the Union insofar as the Credit Union is concerned. Deductions will be made from the pay of the Employees on a weekly basis and submitted to Local 2326 Credit Union, 455 Green Street, Woodbridge, New Jersey 07095, upon receipt of an authorization from the Employee. The amount deducted will be submitted on a monthly basis.

30. VISITATION.

1. The one (1) shop steward and local officers, whose

function it is, along with the Union's representative, to process grievances and negotiate contracts, shall be granted time off from duty with full pay for all meetings between the Borough, the Union and themselves for the purpose of negotiating the terms of an Agreement when such meetings take place at a time during which such employee members are scheduled to be on duty or to handle grievances.

2. Local 2326 U.A.W.'s representative, or any officer shall have admission to the Borough's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. They must first apply to the Borough Administrator for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representative shall not in any way interfere with the operation of the Department during working hours and that this privilege shall be so exercised as to keep a minimum of time lost thereby to the Borough.

31. SUMMER SCHEDULE.

From June 1 through September 1 of each year the Contract is in effect, there shall be instituted a 7:00 a.m. to 3:00 p.m. work shift.

The Borough shall preserve its managerial prerogative pursuant to Paragraph 5 of the Contract and shall have the right, in its discretion, to assign personnel to an 8:00 a.m. to 4:00 p.m. shift.

ATTEST:


CATHERINE BOEL, BOROUGH CLERK

THE BOROUGH OF LITTLE FERRY

BY: 
LOUIS A. TEDESCO, MAYOR

WITNESS:

LOCAL 2326, U.A.W.

APPENDIX "A"

VACATION

Schedule 1.

| | |
|------------------------|----------------------|
| One Year (12 Months) | One Week Vacation |
| Two Years (24 Months) | Two Weeks Vacation |
| Five Years (60 Months) | Three Weeks Vacation |
| Ten Years (120 Months) | Four Weeks Vacation |

Schedule 2.

Only for those Employees hired before January 1, 1988, shall the following additional vacation schedule apply.

| | |
|----------------------------|---------------------|
| Fifteen Years (180 Months) | Five Weeks Vacation |
| Twenty Years (240 Months) | Six Weeks Vacation |

Members to which Schedule 2. apply are as follows:

1. Aloysius Kretz
2. William Havel
3. Thomas Terracino
4. Michael Berens
5. Steven Royka

APPENDIX "B"
SICK LEAVE POLICY

With regard to illness or injury which is not service connected, each member shall be entitled to twelve (12) sick days pay per calendar year. In the event a member does not exhaust said sick days, he shall be entitled to and permitted to accumulate all of his unused sick days. For purposes of computing the accumulated sick days to which a member shall be entitled, each member shall be entitled to a maximum of twelve (12) days of unused and accumulated sick days for each full calendar year during which time he was a member of the Little Ferry Department of Public Works to a maximum of one hundred and twenty (120) days.

It is the responsibility of the Superintendent of Public Works to compile and maintain a list of the unused and accumulated sick days for each member.

Upon retirement and for no other reason, a member will be paid for any unused accumulated sick days, or in the event of his demise, any monies due and owing him shall be paid to his estate.